

PART IV - REPRESENTATIONS AND INSTRUCTIONS**SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS****TABLE OF CONTENTS**

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SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 FAR 52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (JAN 2004)

(a) *Definitions.* As used in this provision—

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the Offeror being allowed to revise its proposal.

“In writing,” “writing,” or “written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the Offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show—

- (i) The solicitation number;
 - (ii) The name, address, and telephone and facsimile numbers of the Offeror (and electronic address if available);
 - (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
 - (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation; and
 - (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) Submission, modification, revision, and withdrawal of proposals.
- (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
 - (ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—
 - 1) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - 2) It is the only proposal received.
 - (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
 - (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
 - (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at FAR 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an Offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the Offeror may propose to provide any item or combination of items.
 - (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
 - (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
 - (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
 - (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the Offeror).

- (e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—

- (1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

- (2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

- (f) Contract award.

- (1) The Government intends to award a contract resulting from this solicitation to the responsible Offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the Offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with Offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful Offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) If a post-award debriefing is given to requesting Offerors, the Government shall disclose the following information, if applicable:
 - (i) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.
 - (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed Offeror and past performance information on the debriefed offeror.
 - (iii) The overall ranking of all Offerors, when any ranking was developed by the agency during source selection.
 - (iv) A summary of the rationale for award.
 - (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful Offeror.
 - (vi) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether source-selection procedures set forth in the solicitation,

applicable regulations, and other applicable authorities were followed by the agency.

L.2 PROPOSAL PREPARATION INSTRUCTIONS – GENERAL

- (a) The term "Offeror" as used in this Section L refers to the single legal entity submitting the offer which may be a “contractor team arrangement” as that term is defined in FAR 9.601. The Offeror may be preexisting or newly formed for the purposes of competing for this Contract.
- (b) Proposal Due Date. Proposals must be received in accordance with Section L, TIME, DATE, AND PLACE PROPOSALS ARE DUE. L.1 describes the treatment of late submission, modification, revision, and withdrawal of proposals.
- (c) Overall Arrangement of Proposal. Proposals are expected to conform to the solicitation provisions regarding preparation of offers. To aid in the evaluation, proposals must be clearly and concisely written as well as being neat, indexed (cross-indexed as appropriate), and logically assembled. All pages of each volume shall be appropriately numbered, and identified with the name of the Offeror, the date, and the solicitation number. The overall proposal shall consist of three (3) physically separated volumes, individually entitled as stated below. Each volume shall contain a Table of Contents and a Glossary of Abbreviations and Acronyms. The required number of volumes of each proposal is shown below. Offerors shall not cross-reference to other volumes of the proposal and shall provide complete information within the appropriate volume. Information required for proposal evaluation, which is not found in its designated section, may result in an unfavorable evaluation. All contractual cost and pricing information shall be addressed **ONLY** in the Cost and Fee Proposal Volume III, unless otherwise specified. This solicitation requires Offerors to submit its entire proposal in hardcopy and electronic format (CD-ROM) as follows:

Proposal Volume — Title	Copies Required
Volume I - Offer and Other Documents	3 original, 5 copies and 5 CD-ROM
Volume II - Technical Proposal	1 original, 15 copies and 10 CD-ROM
Volume III – Cost and Fee Proposal	1 original, 15 copies and 10 CD-ROM

The cover and outside of each CD-ROM must clearly identify the volume to which it relates. Electronic media versions of proposal files are to be formatted in Adobe Acrobat 6.0 (PDF) or higher (note additional requirements in Section L.5 for cost proposal information). The electronic media versions provided shall be searchable. The CD-ROMs are provided for SEB evaluation convenience only. The written material constitutes the official offer and proposal. In the event of a conflict, the written material takes precedence over the CD-ROM text.

- (d) Page Limitation. Page limitations are specified for each volume in the applicable sections that follow.
- (e) Page Count Exceptions. Every page of each volume shall be counted towards the page limitation for the respective volume, including attachments, appendices and annexes except for the Table of Contents, Title Pages, Glossary, Dividers/Tabs, Blank Pages, Representations and Certifications (which are to be submitted with the volume entitled “Offer and Other Documents”), and Cross Reference Matrix.
- (f) Glossaries. Each volume shall contain a glossary of all abbreviations and acronyms used, including a definition for each.
- (g) Binding and Labeling. Each volume shall be separately bound in three-ringed loose-leaf binders. Staples shall not be used. The outside front cover of each binder shall indicate the Offeror’s name, the solicitation number, the title of the solicitation, and the copy number (i.e., sequentially number the required copies with the original being Copy No. 1). The same identifying data shall be placed on the spine of each binder to facilitate identification and accountability when placed in a vertical position. Pages shall be numbered sequentially by volume and by individual sections within each volume.
- (h) Page Description. Page size shall be 8.5 x 11 inches, not including foldouts. Page margins shall be a minimum of one inch at the top, bottom and each side. Two columns of text per page and use of bold-faced type are acceptable. The solicitation number, page number and the legend at FAR 52.215-1(e), “Restriction on Disclosure and Use of Data,” as appropriate, shall be provided on each page and is the only information that can be displayed within the one inch top, bottom, and side margins. A font size smaller than that which is described in the text below, can be used for this information; however, other text reductions are unacceptable.

Graphs, tables and spreadsheets where necessary must be 10 point or larger Arial or Times New Roman font type. All other text must be typed using 12 point (or larger), single-spaced, and using Arial or Times New Roman font type. Foldouts of charts, tables, diagrams or design drawings shall not exceed 11 x 17 inches. Foldout pages shall fold entirely within the volume. Foldout pages shall fold entirely within the volume. Page margins for the foldouts shall be a minimum of one inch at the top, bottom and each side. Foldouts may only be used for large tables, charts, graphs, diagrams and other schematics, and not for pages of text.

Proposals will only be read and evaluated up to the page limitations. Page counting will begin with the first page of each item subject to a page limitation. Pages exceeding the page count will not be read or evaluated. No material may be incorporated by reference as a means to circumvent the page limitations.

- (i) Table of Contents. The Offeror shall incorporate a table of contents into each proposal volume, which identifies the section, sub-section, paragraph titles, and page numbers. Also include a list of all tables and figures.
- (j) Cross-Reference Matrix. The Offeror shall provide a Cross-Reference Matrix which correlates the proposal by page and paragraph number to Sections C, L, and M. The Cross-reference Matrix shall be inserted in the Offeror's proposal immediately following the Table of Contents for Volume II.
- (k) Classified Information. The Offeror shall not provide classified information in response to this solicitation.
- (l) Point of Contact. The CO and/or the CO's designated representative is the sole point of contact during the conduct of this procurement.
- (m) Errors or Omissions. The solicitation is considered complete and accurate in every detail and adequately describes the Government's requirements. If the Offeror feels any part of the solicitation contains an error or omission, contact the CO to obtain clarification. To preclude unnecessary work and to assure submittal of a complete proposal, the Offeror is cautioned to resolve all questionable areas with the CO.
- (n) Changes to the Solicitation. No changes to this solicitation will be effective unless they are incorporated into the solicitation by amendment.
- (o) Information Provided. The Government will evaluate on the basis of information provided in the proposal. The Government will not assume that an Offeror possesses any capability unless such a capability is established in the proposal.
- (p) Alternate Proposals. Alternate proposals are not solicited or desired and will not be evaluated or accepted.
- (q) Joint Ventures and/or LLCs and/or Any Other Teaming Arrangements. Offerors who submit a proposal as one of the above shall provide full and complete information on each of the participating members/companies, as well as the proposed organization itself. The Offeror shall provide copies or drafts of the applicable joint venture and/or LLC agreements, any applicable mentor/protégé agreements or arrangements, and any agreements and/or arrangements with subcontractors regarding the nature and extent of the work to be performed under this solicitation (see Section L.3). DOE reserves the right to require consent to subcontract for each of the proposed subcontractors or participating members/companies in accordance with FAR 52.244-2, Subcontracts (Section I).
- (r) Reading Room(s). An electronic reading room is available at <http://professionals.pr.doe.gov/srs/index.html>. A public reading room containing historical SR information is available at the following location:

University of South Carolina – Aiken
Gregg-Graniteville Library
171 University Parkway
Aiken, SC 29801

- (s) Internet Sites. The Internet sites referenced throughout the solicitation can be found at the locations listed below:

DOE Center--Doing Business with DOE: <http://e-center.doe.gov>

Federal Acquisition Regulation (FAR) clauses and provisions and Federal Acquisition Circulars (FACs) which contain the most recent changes to the FAR:
<http://acquisition.gov/far/index.html>

Federal Business Opportunities (FedBizOpps):
<http://www.fedbizopps.gov/>

Department of Energy Acquisition Regulation (DEAR) Clauses and Provisions:
<http://professionals.pr.doe.gov>

U.S. Department of Energy Savannah River Site
<http://www.srs.gov>

Interactive Industry Procurement System (IIPS) Users Guide for Contractors:
<http://doe-iips.pr.doe.gov>

L.3 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME I: OFFER AND OTHER DOCUMENTS

- (a) General. Volume I, Offer and Other Documents contains the offer to enter into a contract and other documents. Offerors shall assemble the information for Volume I in the order listed below. The signed original(s) of all documents requiring signature by the Offerors shall be contained in the original volume. There is no page limitation on Volume I.
- (b) Cover Letter. Provide a cover letter that includes the items shown below. The cover letter will not be evaluated.
- (1) The solicitation number.
 - (2) Names, addresses, titles, telephone and facsimile numbers, and e-mails of persons authorized to negotiate on behalf of the Offeror in connection with this solicitation. Also, include the same information for the person authorized to sign the offer.
 - (3) The complete, formal name and address of the offeror, proposed subcontractors, all joint venture members, and all limited liability company members, as

applicable. Also, provide the Dun & Bradstreet LTD (DUNS) number for each of the above named entities.

- (4) A statement that the Offeror grants to the DOE and its authorized representatives the right to examine, for purposes of verifying the information submitted, those books, records, documents, and other supporting data that will permit adequate evaluation.
- (c) Standard Form (SF) 33, Solicitation, Offer and Award. The Standard Form 33 shall be fully executed by an authorized representative of the Offeror. This form shall be used as the cover sheet of each copy of Volume I, Offer and Other Documents. By the Offeror's signature on the Standard Form 33, it is agreeing to accept the model contract (Sections A through K of this RFP) as written. Offerors do not need to submit the complete language from all of the contract clauses in its proposal. Rather, Offerors need only submit those pages in which the Offeror is to complete certain information as a part of its offer. Those specific areas are described in subsequent paragraphs. This offeror shall also acknowledge all amendments to the solicitation in block 14 of the SF 33.
- (d) B.2 Estimated Cost and Award Fee. Offerors shall propose the estimated cost and the Total Available Fee for the basic contract term and all options of the contract in clause B.2. The total anticipated funding profile is provided in Table L.1 in clause L.5(d). Table L.1 should be used as general funding guidance when developing the estimated cost. The Total Available Award Fee shall not exceed 10% of the total estimated cost for the basic contract term and each of the options. For evaluation purposes, the limitation on total available fee will be calculated on the basic contract term and each option separately and not cumulatively.
- (e) Section H, Key Personnel. The Offeror shall propose Key Personnel in accordance with clause L.4 (b).
- (f) Section H, Critical Subcontracts – Designation and Consent. Offerors shall designate in Section H, Critical Subcontracts – Designation and Consent all subcontractors identified in the proposal which will be considered a part of the selection and award of this contract, if any.
- (g) Section H, Performance Guarantee. The Contract clause in Section H entitled “Performance Guarantee” requires the offeror’s parent organization(s) or all member organizations if the offeror is a joint venture, limited liability company, other similar entity, or a newly formed entity to guaranty performance of the contract. The Offeror shall submit a fully completed and executed Performance Guarantee Agreement. Section L, Attachment A “Performance Guarantee Agreement” contains the minimum acceptable Performance Guarantee Agreement conditions acceptable to DOE. This Agreement will become part of the resulting contract as an Appendix to the contract’s Section J.

- (h) Section H, Recognition of Performing Entity. Offerors shall designate in Section H, Recognition of Performing Entity, all entities that are proposed to perform work under the contract that are a part of the proposal upon which any contract award would be based. This includes subcontractors, joint venture members, parent(s), LLC members, etc.
- (i) Section H, Responsible Corporate Official. Offerors shall specify in Section H, Responsible Corporate Official the name of the individual designated as the Responsible Corporate Official.
- (j) Section I, Small Business Subcontracting Plan.
- (1) A completed and acceptable Individual Small Business Plan is required to be submitted by large business offerors only, in accordance with the Section I clause entitled FAR 52.219-9, Small Business Subcontracting Plan, and proposal instructions herein. Separate subcontracting goals must be submitted for the basic contract and each option. In addition to the goals for small businesses in the categories specified in FAR 52.219-9, goals for historically black colleges and universities and minority institutions shall be included. Offerors are encouraged to use the Small Business Subcontracting Plan format, Section L, Attachment B. This Plan will become part of the contract as Section J, Appendix A.
 - (2) The Offeror's plan will be considered acceptable if it adequately addresses the eleven elements identified in FAR 52.219-9(d).
 - (3) The Offeror shall establish goals that afford small businesses with the maximum practicable opportunity to participate in contract performance consistent with efficient performance. In developing its proposed plan, the Offeror shall establish specific goals for each small business category as follows:
 - small business;
 - service disabled veteran-owned small business;
 - HUBZone small business;
 - small disadvantaged business; and
 - woman-owned small business.
 - (4) For information purposes, the small business subcontracting goals for the Department of Energy and the Small Business Subcontracting Plan goals and achievements of the incumbent contractor in the LW program are available for review at website <http://professionals.pr.doe.gov/srs/index.html>. Each Offeror is strongly encouraged to consider this information in establishing goals under its proposed Small Business Subcontracting Plan.

- (k) Section I, Rights to Proposal Data. The Offeror shall complete the clause in Section I, Rights to Proposal Data, if applicable.
- (l) Section K, Representations and Certifications. Offerors shall fully execute the Representations, Certifications and Other Statements of the Offeror in Section K by an authorized representative of the Offeror.
- (m) Section L, Earned Value Management System. Offerors shall submit the information (documentation of compliance or plan) required by the Section L clause entitled, "Notice of Earned Value Management System – Post-Award IBR."
- (n) Remittance Address. If the Offeror's address shown on the SF 33 is different from the remittance address, the remittance address shall be provided.
- (o) Equal Opportunity Compliance. The Offeror shall provide all of the information required to perform a pre-award on-site equal opportunity compliance evaluation in accordance with FAR 52.222-24. This information shall include, but not be limited to, the company name, address, phone number and the point of contact for EEOC. This information shall be provided for the Offeror, as well as, each joint venture member. Additionally, each first tier subcontractor with a subcontract of \$10 million or more is required to provide the information described above.
- (p) Exceptions and Deviations. Exceptions and/or deviations are not sought and the Government is under no obligation to enter into discussions. However, any exceptions and/or proposed deviations taken to the terms and conditions of the proposed contract shall be identified. The exceptions and proposed deviations should be listed in a logical sequence such as by individual sections of the solicitation. The Offeror shall provide a summary and specific cross-references to the full discussion of exceptions or deviations taken in the other proposal volumes.

IF AN OFFEROR PROPOSES EXCEPTIONS AND/OR DEVIATIONS TO THE TERMS AND CONDITIONS OF THE SOLICITATION, THE PROPOSAL MAY BE UNACCEPTABLE FOR AWARD WITHOUT DISCUSSIONS. FURTHER, DOE MAY MAKE AN AWARD WITHOUT DISCUSSIONS TO ANOTHER OFFEROR THAT DID NOT TAKE EXCEPTIONS AND/OR DEVIATIONS TO THE TERMS AND CONDITIONS.

L.4 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME II – TECHNICAL PROPOSAL

The Technical Proposal consists of written information intended to present the Offeror's understanding, capabilities, and approach to satisfy the requirements of the SOW. The Offerors shall address each section of the SOW. Volume II (excluding Past Performance) shall not exceed 250 pages. Specific page limits identified below are included in the 250 page limit. No cost information shall be included in the Technical Proposal.

The format and content of Volume II, Technical Proposal, shall consist of the following:

(a) Technical Approach

The Offeror shall describe its technical approach to the management and execution of each of the requirements of the SOW and the feasibility of the approach. Sufficient detail shall be provided to communicate the Offeror's understanding of the requirements of the SOW. In more detail, the Offeror shall describe its proposed approach to optimize system performance, i.e., maximizing waste throughput at DWPF and tank closure rates while ensuring sufficient tank space for continued long term operation.

The Offeror shall provide a Work Breakdown Structure (WBS) and WBS description to Level 5, at a minimum, corresponding to its technical approach. The Offeror shall include a crosswalk which correlates its WBS to the SOW. The Offeror shall provide an integrated critical path schedule through contract completion for the activities defined in the SOW corresponding to the Offeror's proposed WBS.

In presenting technical approach details the Offeror need not duplicate the technical approach if identical to that described for like activities. For example, if the Offeror's WBS features individual waste tanks at a particular level of the WBS for which identical technical approach is proposed (e.g., surveillance, maintenance, waste removal, etc.), the Offeror need only describe its technical approach in detail for a single tank and thereafter refer back to this description for any other tank for which an identical technical approach is proposed.

The Offeror shall describe the process, planned activities, and schedule for conducting a safe, orderly transition, minimizing impacts on continuity of operations, identifying key issues and their resolution, and the approach to overcoming barriers. Describe planned interactions with DOE, the incumbent SRS contractor, incumbent employees, and other SRS contractors.

The Offeror shall provide an organizational structure, with supporting narrative, to describe the proposed structure of the management organization, to include the Offeror's internal organization and other performing entities, e.g., subcontractors, and/or members of a joint venture or LLC. The Offeror shall identify the number of Full-Time Equivalents (FTEs) by organizational element for both management/supervision and labor disciplines by skill mix. All major functional areas which the Offeror considers essential for the management and operation of the Liquid Waste system shall be reflected in the organizational structure. Describe the rationale for the proposed organizational structure, lines of authority, roles and responsibilities, and the methods of interface with other Site contractors and DOE-SR. Explain how the proposed organizational structure and assigned responsibilities integrate with and support the proposed technical approach to safely and efficiently accomplish the SOW. If a joint venture or teaming arrangement will be used, the

proposal shall address how the individual companies will function as a seamless single business unit. The Offeror shall describe its approach for utilizing small businesses. The Offeror shall identify each proposed team member, the contractual/business relationship between the Offeror and each team member and the technical function/business area, or portion thereof to be performed by each team member.

- (b) **Key Personnel** (Page limits for this section, resumes, Letters of Commitment are included below.)

The Offeror shall propose Key Personnel it considers to be essential to the successful accomplishment of the work being performed under the contract. The Key Personnel positions shall include, at a minimum, the Project Manager; the positions responsible for the following overall functions: Operations, Engineering, Environment, Safety and Health; and other positions that are critical to the overall performance of the contract. The Offeror shall provide its explanation for the designation of Key Personnel positions relative to the approach to the management and execution of the work proposed by the Offeror. The explanation for the designation of Key Personnel positions shall include the rationale for the selection of the Key Personnel named by the Offeror. Upon award, the Key Personnel will become part of the Section H clause entitled Key Personnel.

The Offeror shall provide written resumes for all Key Personnel which describes their experience (including leadership), demonstrated performance, and qualifications (e.g., education, certifications, licenses). The resumes shall describe how work experience relates to Liquid Waste issues and capability to function effectively in his/her proposed position.

Specifically, any experience and the extent of that experience in the performance of work similar to that required in this solicitation shall be addressed.

The resumes shall be provided in the format shown in Attachment H. Letters of Commitment shall be provided in the format shown in Attachment I, and shall not exceed one (1) page.

Failure to submit letters of commitment and resume formats as shown may result in the Offeror receiving a lower rating.

Each resume shall not exceed two (2) pages in length, with the exception of the resume for the Project Manager, which may not exceed four (4) pages. DOE will not evaluate any pages exceeding page limitations. Offerors are advised that the Government may contact any or all references and other sources including those not provided by the Offeror. DOE reserves the right to use any information received as part of its evaluation of the Key Personnel.

- (c) **Risk Management**

The Offeror shall develop and submit a Risk Management approach as part of its proposal. The Risk Management approach shall be consistent with the requirements of DOE O 413.3A and DOE M 413.3-1, and include the following:

- Any significant project and regulatory risks attributable to the Offeror's technical approach to optimize system performance to maximize waste throughput at DWPF and tank closure rates while ensuring sufficient tank space for continued long term operation. The Offeror shall provide its proposed approach to eliminate, avoid or mitigate those risks.
- The approach for identifying future uncertainties and associated programmatic risks. The Offeror shall describe how to manage and communicate uncertainty and risks to DOE in a timely manner during the performance of the contract.

Note: DOE has provided the Risk Management Plan for the LW program on the website as a reference. DOE does not expect a restatement of this Plan as part of the proposal. Only those risks associated with the Offeror's approach to optimize system performance as required in the Technical Approach and/or an Offeror's alternative approach to mitigating risks identified in the Risk Management Plan shall be addressed in this section.

(d) Safety Analysis

The development of Safety Analysis documents required to support the SOW is currently performed by an affiliate arrangement with the current site contractor. Therefore, in order to ensure a viable capability (including appropriate and adequate technical disciplines) is established, the Offeror shall discuss its approach to provide the capability for Safety Analysis work (including the preparation and maintenance of all required documentation) in accordance with the requirements of 10 CFR 830. If the capability is to be provided by an entity other than the Offeror, as defined in Section L.2, evidence of the ability to perform these services (e.g., subcontract document, letter of commitment, etc) shall be provided.

(e) Relevant Experience

The Offeror shall describe corporate experience in performing relevant work similar in size and complexity to that described in the SOW. The Offeror shall submit information regarding its experience as well as relevant experience of any proposed subcontractors and, if a newly formed entity, the experience of each of the parent organizations or LLC members. This information shall be provided in sufficient detail to clearly identify and define the portion of work to be performed by each entity (Offeror, proposed subcontractors, and/or member of joint ventures or LLC) under the Offeror's proposed approach. The Offeror shall provide information for three (3) contracts for the Offeror and three (3) contracts for each proposed

subcontractor. If the Offeror is a newly formed entity, such as a joint venture or LLC, the Offeror shall provide information for three (3) contracts for each of the members of the joint venture and LLC. These contracts shall have been completed within the last five (5) years or currently ongoing. In addition, the Offeror shall provide the contract number; issuing entity; contract cost/price; contract type, contact name, address, and phone number; and duration of the contract. The Offeror shall provide examples where the Offeror used corporate capability to provide support and problem-solving resources, experience in working with stakeholders and regulatory agencies at the state and federal level, and experience with management and integration of regulatory requirements or agreements.

(f) Past Performance

The Offeror, any proposed subcontractor, and each member of the joint venture or LLC, shall:

- (1) Submit a written Past Performance Reference Information Form (Section L, Attachment D, Part 1) shall be submitted for those contracts specified above in Relevant Experience. The information shall include:
 - Information on problems encountered on the contracts identified above and corrective actions taken to resolve those problems. Problems may include those related to the Offeror's operations, policies, planning, scheduling, or practices including, but not limited to: serious injuries or fatalities; Price Anderson enforcement actions; regulatory notices of violation resulting from environmental non-compliances; missed milestones; and cost overruns.
 - Submit environment, safety and health past performance information for the year-to-date and the past five years.
- (2) Submit a written Small Business Subcontracting Past Performance Reference Information Form, (Section L, Attachment D, Part 2) for each large contractor. The Offeror shall include information for the contracts identified in Relevant Experience that describes the Offeror's past performance accomplishments in meeting subcontracting goals for small businesses (If any of the contracts identified in Relevant Experience were not Government contracts, please provide data on other Government contracts awarded within the past 5 years, similar in size and complexity.). If the Offeror is a newly formed entity, such as a joint venture or LLC, the Offeror shall provide the above information for each of the members of the joint venture and LLC. The Offeror shall include the following: client, general description of contract including term, type of work, total contract value, total subcontracting dollars, specific subcontracting plan/goals against total subcontracting dollars (for large businesses only), and actual accomplishments against the total subcontracting goals.

- (3) Provide the Past Performance Questionnaire (Section L, Attachment D, Part 3) to each of the clients for the contracts identified in Relevant Experience. The Offeror will request that the clients return the Past Performance Questionnaire directly to the address identified in the Past Performance Cover Letter (Section L, Attachment D, Part 4) no later than four (4) weeks after issuance of this solicitation.
- (4) Submit the List of Terminated Contracts (Section L, Attachment D, Part 5). This list shall include partially or completely terminated (for convenience or default) contracts within the past five (5) years.

Offerors are advised that the Government may contact any or all references in the proposal and other sources, including any Federal Government electronic databases, and that the information obtained may be used for both the responsibility determination and the past performance evaluation.

L.5 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME III: COST PROPOSAL

The Offeror shall prepare its cost proposal in accordance with the following instructions

- (a) All cost information shall be included in Volume III of the proposal. None of the cost information contained in Volume III should be included in any other proposal volumes unless specifically requested in the solicitation.
- (b) All pages in the Volume III Cost Proposal, including forms, tables, and exhibits must be numbered and identified in a volume table of contents. The cost proposal shall be sufficiently complete so that cross-referencing to other proposal volumes is not necessary. **There is no page limitation on the cost proposal.**
- (c) For proposal preparation purposes, the Offeror shall not propose costs associated with performing the work scope identified in Sections B.2(j) and B.2(k).
- (d) The Offeror shall propose cost by fiscal year corresponding to the cost for performing the SOW. Offerors should assume an anticipated award date of April 1, 2008. To assist in preparation of proposals, DOE has provided an anticipated funding profile in Table L.1 below. Proposed costs and fee shall be provided based on the definitions of fiscal years noted in Table L.1. The Offeror shall not assume fiscal year carryover.

Table L.1 -- Anticipated Funding Profile for the Liquid Waste Contract (\$ M)

Fiscal Year	Fiscal Year									TOTAL
	2008	2009	2010	2011	2012	2013	2014	2015	2016	
Basic Term Funding EM Operation (PBS 14C)*	\$150	\$500	\$500	\$500	\$500	\$500	\$350			\$3,000
Option 1							\$150	\$500	\$350	\$1,000
Option 2						TBD	TBD			TBD
Option 3							TBD	TBD	TBD	TBD

* Pu Vit funding is not included in the above table but will be identified in the final RFP.

Fiscal Year (FY) is defined as the period October 1 to the following September 30. For example, FY2008 is the period October 1, 2007 through September 30, 2008.

Table L.1 provides the Government's good faith estimate as of the date of the solicitation of future available funding. This funding profile is not a guarantee of available funds. Actual funding may be greater or less than these estimates. There is no commitment by DOE to request funds equivalent to this funding profile. Available funds depend on Congressional appropriations and priorities within the DOE.

- (e) The Offeror shall propose Total Estimated Cost and Total Available Award Fee in accordance with Sections B.2 and Section B.3. When preparing the cost estimate, the Offeror shall distribute the proposed Total Available Award Fee, by fiscal year, as it believes appropriate for the basic contract term and all options. This information shall be presented in the Summary of Cost Worksheet, Section L, Attachment F.
- (f) The Offeror shall format and present cost and fee information by completing the Section L, Attachment F, Summary of Cost Worksheets. The cost information shall provide full traceability between the cost worksheets and be consistent with the following instructions:
 - 1. Cost Worksheets: Separate Summary of Costs Worksheets shall be completed for the basic contract period and each option in the format provided in Section L, Attachment F. Costs shall be proposed in the WBS format prescribed on the Summary of Cost Worksheets. The fiscal year totals by cost element must agree with the fiscal year totals by WBS. Total costs and fee for the basic and each option must agree with the amounts provided in Section B-2. Offerors are required to expand the WBS worksheet rows to separately identify and report each non-compliant tank proposed under the waste removal and tank closure WBS. Offerors may expand the costs by element to separately identify other significant elements of costs.

A separate Detailed Costs by Cost Element Worksheet shall be prepared for each proposed WBS, by fiscal year, to include separate sheets for each noncompliant tank proposed under the waste removal and tank closure WBS. Specifically, offerors shall prepare a separate Detailed Costs by Cost Element Worksheet to support each WBS and each fiscal year of proposed costs on the Summary of Cost Worksheets. The total of the Detailed Costs by Cost Element Worksheets must agree with the individual entry on the Summary of Cost Worksheets.

Fee shall be entered ONLY below the total cost line in the Summary of Costs Worksheets. Fee shall be proposed by fiscal year for the basic and option periods and must agree with the amounts provided in Section B-2.

The cost proposal shall include a breakdown of cost correlated with the SOW and consistent with the Offeror's technical proposal (including the proposed integrated critical path schedule) and the Summary of Cost Worksheets specified in Section L, Attachment F. The Offeror shall provide a detailed narrative description of how the proposed costs by cost element were derived, including a brief discussion of work scope; summary statement of site conditions (including all major assumptions that were used to establish the site condition by WBS); summary of estimating methods, process and assumptions (including all major assumptions that were used to establish the Offeror's cost to perform the contract requirements and sources of estimating information); and other related information to provide a clear understanding of the Offeror's Basis of Estimate.

2. Cost Elements: The cost proposal shall be provided by major cost elements: direct labor (including labor categories, direct labor hours and direct labor rates for each labor category type), fringe benefits, direct labor overhead (if applicable), material, material handling overhead (if applicable), equipment (including capital investments), subcontract cost, supplies, travel, relocation, other direct costs, and General and Administrative (G&A) costs (if applicable). Other direct costs such as disposal costs, transportation, and treatment costs are to be clearly categorized and identified.
 - a) All Teaming Members (Joint Venture/LLC Members and subcontractors) shall be individually estimated as described in this paragraph.
 - b) The Offeror shall provide detailed cost information by cost element for proposed subcontracts not identified in paragraph a) above equal to or greater than \$25 Million for the basic and option periods combined.
 - c) For subcontracts not identified in paragraph a) above proposed at less than \$25 Million for the basic and option periods combined, the Offeror shall provide information to explain the estimating method used, assumptions made, and the basis of the estimated amount

Offerors shall clearly indicate for each WBS by cost element (direct labor, direct material, etc.) within the WBS (1) what data is existing and verifiable, (2) judgmental factors applied in projecting from known source data to the estimate, (3) key assumptions (not in conflict with the SOW), and (4) the basis for each cost element.

For proposal preparation purposes, the Offeror shall use the applicable average direct labor rates for all incumbent workforce employees projected to perform the SOW at <http://professionals.pr.doe.gov/srs/>. Provided direct labor rates represent straight time pay rates only. Any premium differentials (such as overtime, shift differential, and etc.) shall be computed by the Offeror. Direct labor rates for non-incumbent management positions and for new employees shall be separately estimated by the Offeror (See Section H, Workforce Transition, and Section H, Employee Compensation: Pay and Benefits).

3. Direct Labor Hours: The Offeror shall use the format shown in Section L, Attachment G to provide a direct labor hour summary, by fiscal year, showing the total estimated direct labor hours (Offeror's hours, subcontractor hours, all joint ventures, LLC members, and any other direct labor hours) required to complete the SOW consistent with its technical proposal (including the proposed integrated critical path schedule) and the technical WBS. The Offeror shall provide direct labor hour summary at the level specified in the Direct Labor Hours Worksheets and shall separately identify the direct labor hours within the worksheets by each teaming member (Joint Venture/LLC Members and subcontractors). Separate "Direct Labor Hours Worksheets" shall be provided for each fiscal year within the basic and option periods as described at the bottom of the worksheet. The information provided in the worksheet shall be fully traceable to the cost proposal.
4. Indirect Rates: The Offeror shall provide a detailed estimate for each indirect rate (fringe benefit, material handling, labor overhead and G&A, if applicable) proposed by fiscal year. The detailed estimate shall include cost, by cost element, for the allocation pool and the allocation base and how each cost element within the allocation pool and allocation base was derived. The Offeror shall provide all related information to provide a clear understanding of the basis of estimate. The Offeror shall compute all of the indirect rates by fiscal year. If the Offeror is proposing a blended indirect rate that is derived from the weighting of other indirect rates (e.g., blended fringe benefit rate), the Offeror shall provide the detailed computations for each of the individual indirect rates that is used in the computation of the blended rate by fiscal year and the methodology of how the blended rate was derived. This data shall be provided for each joint venture member, LLC member, and subcontractor (equal to or greater than \$25 million for the basic and option periods combined).

For proposal preparation purposes, the Offeror shall use the fringe benefit rates provided at <http://professionals.pr.doe.gov/srs/>. The fringe benefit rates provided

shall be applied to direct labor costs associated with the incumbent workforce. The provided fringe benefit rates cover projected labor related indirect costs such as medical, dental, Employee Assistance Program, life insurance, accident/sickness coverage, benefit administration, vision, pension, workers compensation, FICA, FUTA, SUTA and time-off (vacation, sick and holiday). Pension costs and health benefit costs for the proposed incumbent active workforce (vice retired/disabled workers) are accounted for using the provided fringe benefit rates. Fringe benefits for non-incumbent management positions and for new employees shall be separately estimated by the Offeror (See Section H, Workforce Transition, and Section H, Employee Compensation: Pay and Benefits). Provide a detailed explanation and breakdown required to support proposed fringe benefit rates.

The Offeror shall provide a detailed explanation using the proposed corporate organizational structure as to whether corporate home office allocation is applicable or not. This information shall also be provided for each joint venture member and LLC member.

5. Pension and Post-Retirement Benefits: The Offeror shall include the projected pension costs and post-retirement benefits (PRB) costs for all retired or disabled employees as described in Section H., Employee Compensation: Pay and Benefits. The projected pension and post-retirement benefits costs for retired or disabled employees are specified in Section L, Attachment F, Summary of Cost Worksheets
6. Transition Cost: Transition period is the time between award of the contract and the date the Contractor assumes full responsibility. For the purposes of cost proposal preparation, the Offeror shall assume a 90 calendar day transition period from April 1, 2008, to June 30, 2008.

The Offeror shall provide a transition cost estimate that is of sufficient detail to allow for evaluation of the reasonableness and cost realism of the proposed effort. Proposed costs shall be broken down by the following major cost elements: direct labor (including labor categories, and labor hours and labor rates in each category), indirect cost allocations (by pool type and rate), relocation, travel, materials, supplies, subcontracts, and all other cost elements related to the period of transition. There will be no fee paid for transition activities. Offerors shall propose transition costs in the format provided in the Detailed Costs by Cost Element Worksheet.

7. Escalation: The Offeror shall propose escalation of 3.7 percent (3.7%) applied to all costs for the period between submission of offers and beginning of the base performance period. Subsequent fiscal year costs (beginning October 1, 2008) shall be escalated by 3.7 percent (3.7%) for all costs.

8. Contingency: The Offeror shall not separately propose contingency or management reserve.
- (g) If the contractor proposes as a part of a consortium, joint venture, and/or other teaming arrangement, the team shall share in the contract fee structure (i.e., separate additional “subcontractor fee” for teaming partners will not be considered an allowable cost under this contract).
 - (h) The Offeror shall submit the cost portion of the proposal in hardcopy and electronic format (CD-ROM) (see Section L.2). Cost Proposal Information and any spreadsheets or mathematical computation shall be submitted using Microsoft Excel 2000 or higher. The Offeror’s Excel files shall be working versions including formulas and computations. A second electronic file shall be provided in Adobe Acrobat 6.0 (PDF) or higher. Any written text for the Volume III Cost Proposal shall be submitted using Adobe Acrobat 6.0 (PDF) or higher. The electronic media versions provided shall be searchable.
 - (i) The Offeror shall provide the location (address and telephone number and point of contact) of where documentation supporting Volume III is located. The Offeror shall provide the name, address and telephone number of the Cognizant Administrative Contracting Officer (CACO) and the cognizant Defense Contract Audit Agency (DCAA) office, if any. Additionally, the Offeror shall provide the name, address, and telephone number of person(s) authorized to provide any clarifying information regarding the Volume III Cost Proposal. If the Offeror is a joint venture, LLC or has subcontractor(s) (equal to or greater than \$25 million for the basic and option periods combined), this data must be provided for each entity.
 - (j) If this is a newly formed joint venture or LLC entity, the Offeror shall provide a detailed description of the proposed organizational structure including a corporate organization chart (including ownership percentage), whether the proposed entity will be populated or unpopulated, a description of how the entity will be overseen by the Board of Directors, and other related information on the corporate structure.
 - (k) The Offeror shall submit an explanation of how costs will be recorded and tracked in the proposed accounting system. If the Offeror’s proposed accounting system will allocate costs through the use of an indirect costing rate, the indirect rate and an explanation is required to describe costs to be included in each of the indirect cost pools, as well as a description of each allocation base. Additionally, the Offeror shall describe its accounting system and the adequacy of that system for reporting costs against government cost type contracts. The Offeror shall identify the cognizant Government audit agency or any other Government agency that has formally approved the accounting system, if applicable. This data must also be provided for each member of the LLC or joint venture and each subcontractor that is performing work estimated to be equal to or greater than \$25 million for the basic and option periods combined.

- (1) The Offeror shall provide a current balance sheet and a statement of operations (profit/loss) statement covering all quarters completed in the current fiscal year and projected data for the remainder of the fiscal year. Additionally, the Offeror shall provide certified financial statements, where available, for the last three accounting periods. Certified Financial Statements must include, at a minimum, a balance sheet and a statement of operations (profit and loss). If certified financial statements are not available, uncertified financial statements and an explanation of the circumstances must be provided. This data must also be provided for each member of the LLC or joint venture and each subcontractor that is performing work estimated to be equal to or greater than \$25 million for the basic and option periods combined.

L.6 FAR 52.234-3 NOTICE OF EARNED VALUE MANAGEMENT SYSTEM -POST AWARD IBR (JULY 2006)

- (a) The Offeror shall provide documentation that the Cognizant Federal Agency has determined that the proposed earned value management system (EVMS) complies with the EVMS guidelines in ANSI/EIA Standard - 748 (current version at time of solicitation).
- (b) If the Offeror proposes to use a system that has not been determined to be in compliance with the requirements of paragraph (a) of this provision, the offeror shall submit a comprehensive plan for compliance with the EVMS guidelines.
 - (1) The plan shall—
 - (i) Describe the EVMS the Offeror intends to use in performance of the contracts;
 - (ii) Distinguish between the Offeror's existing management system and modifications proposed to meet the guidelines;
 - (iii) Describe the management system and its application in terms of the EVMS guidelines;
 - (iv) Describe the proposed procedure for administration of the guidelines, as applied to subcontractors; and
 - (v) Provide documentation describing the process and results of any third-party or self-evaluation of the system's compliance with the EVMS guidelines.
 - (2) The Offeror shall provide information and assistance as required by the Contracting Officer to support review of the plan.
 - (3) The Government will review and approve the Offeror's plan for an EVMS before contract award.

- (4) The Offeror's EVMS plan must provide milestones that indicate when the offeror anticipates that the EVM system will be compliant with the ANSI/EIA Standard -748 guidelines.
- (c) Offerors shall identify the major subcontractors, or major subcontracted effort if major subcontractors have not been selected, planned for application of the guidelines. The prime Contractor and the Government shall agree to subcontractors selected for application of the EVMS guidelines.

L.7 TIME, DATE, AND PLACE PROPOSALS ARE DUE

- (a) Mailed proposals shall be marked as follows:

To: U.S. Department of Energy
Savannah River Operations Office (SR)
Liquid Waste Source Evaluation Board
TBD
Aiken, SC 29802
Attn: Ms. Irma Brown

Solicitation No.: **DE-RP09-07SR22505**

Due: **60 days from issuance of final RFP**

(Time)_____ (Date)_____

**TO BE OPENED BY ADDRESSEE ONLY. THIS IS A PROPOSAL
UNDER THE ABOVE-IDENTIFIED SOLICITATION.**

- (b) Handcarried Proposals. If the Offeror elects to deliver the proposal by means other than the U.S. Mail, it assumes the full responsibility of insuring that the proposal is received by the date and time specified. Such proposals shall be marked, closed, and sealed as if for mailing. All hand-carried packages shall be delivered **between the hours 8:00 am and 4:30 p.m. Eastern Standard Time workdays by TBD.** Deliver to:

U.S. Department of Energy
Savannah River Operations Office (SR)
Liquid Waste Source Evaluation Board
TBD
Solicitation No.: **DE-RP09-07SR22505**
Attn: Ms. Irma Brown

Note: Offerors hand-carrying proposals to the above address should arrange for pickup by calling the following phone number: _____.

- (c) Express-Mailed Proposals shall be marked as follows:

U.S. Department of Energy
Savannah River Operations Office (SR)
Liquid Waste Source Evaluation Board
TBD
Aiken, SC 29802
Attn: Ms. Irma Brown

Solicitation No.: **DE-RP09-07SR22505**

Due: **60 days from issuance of final RFP**

(Time)_____ (Date)_____

**TO BE OPENED BY ADDRESSEE ONLY. THIS IS A PROPOSAL
UNDER THE ABOVE-IDENTIFIED SOLICITATION.**

- (d) CAUTION: See the proposal submission instructions, including the provision describing treatment of late submissions, modifications, and withdrawals of proposals.

L.8 OFFER ACCEPTANCE PERIOD

The minimum offer acceptance period is 240 calendar days after the required date for receipt of offers.

**L.9 FAR 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
(OCT 2003)**

L.10 FAR 52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)

L.11 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a cost plus award fee (CPAF) contract resulting from this solicitation.

**L.12 FAR 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE
EVALUATION (FEB 1999)**

**L.13 FAR 52.233-2 SERVICE OF PROTEST (AUG 1996) (As Modified by DEAR 952.233-
2) (AUG 1996)**

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Irma Brown, U.S. Department of Energy, Savannah River Operations, P. O. Box A, Aiken, SC 29802.

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
- (c) Another copy of a protest filed with the General Accounting Office shall be furnished to the following address within the time periods described in paragraph (b) of this clause: U.S. Department of Energy, Assistant General Counsel for Procurement and Financial Assistance (GC-61), 1000 Independence Avenue, S.W., Washington, DC 20585, Fax: (202) 586-4546.

L.14 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer (CO) will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

Federal Acquisition Regulations	http://acquisition.gov/far/index.html
Department of Energy Acquisition Regulations	http://professionals.pr.doe.gov

L.15 DEAR 952.233-4 NOTICE OF PROTEST FILE AVAILABILITY (SEP 1996)

- (a) If a protest of this procurement is filed with the General Accounting Office (GAO) in accordance with 4 CFR Part 21, any actual or prospective Offeror may request the Department of Energy to provide it with reasonable access to the protest file pursuant to FAR 33.104(a)(3)(ii), implementing section 1065 of Public Law 103-355. Such request must be in writing and addressed to the CO for this procurement.
- (b) Any Offeror who submits information or documents to the Department for the purpose of competing in this procurement is hereby notified that information or documents it submits may be included in the protest file that will be available to actual or prospective Offerors in accordance with the requirements of FAR 33.104(a)(3)(ii). The Department will be required to make such documents available unless they are exempt from disclosure pursuant to the Freedom of Information Act. Therefore, Offerors should mark any documents as to which they would assert that an exemption applies. (See 10 CFR Part 1004.).

L.16 DEAR 952.233-5 AGENCY PROTEST REVIEW (SEP 1996)

Protests to the Agency will be decided either at the level of the Head of the Contracting Activity or at the Headquarters level. The Department of Energy's agency protest

procedures, set forth in 933.103, elaborate on these options and on the availability of a suspension of a procurement that is protested to the agency. The Department encourages potential protesters to discuss their concerns with the CO prior to filing a protest.

L.17 DEAR 970.5227-9 NOTICE OF RIGHT TO REQUEST PATENT WAIVER (DEC 2000)

Offerors have the right to request a waiver of all or any part of the rights of the United States in inventions conceived or first actually reduced to practice in performance of the contract, in advance of or within 30 days after the effective date of contracting. If such advance waiver is not requested or the request is denied, the Contractor has a continuing right under the contract to request a waiver of the rights of the Government in identified inventions, i.e., individual inventions conceived or first actually reduced to practice in performance of the contract. Contractors that are domestic small businesses and domestic nonprofit organizations may not need a waiver and will have included in their contracts a patent clause reflecting their right to elect title to subject inventions pursuant to the Bayh-Dole Act (35 U.S.C. 200 et seq.).

L.18 CONTENT OF RESULTING CONTRACT

Any contract awarded as a result of this solicitation will contain Part I – The Schedule; Part II – Contract Clauses; and Part III, Section J – List of Documents, Exhibits and Other Attachments.

L.19 NUMBER OF AWARDS

The Government contemplates award of one contract resulting from this solicitation. However, the Government reserves the right to make no award if it is considered to be in the Government's best interest to do so.

L.20 FALSE STATEMENTS

Offers must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

L.21 EXPENSES RELATED TO PROPOSAL OR BID SUBMISSIONS

This solicitation does not commit the Government to pay any costs incurred in the submission of any proposal or bid; in making necessary studies or designs for the preparation thereof; or to acquire or contract for any services.

L.22 RESPONSIBLE PROSPECTIVE CONTRACTORS

The general requirements for responsible prospective contractors set forth at FAR 9.104-1 and DEAR 909.104-3 (e) apply. The Government may use one or more methods available

to determine contractor responsibility.

L.23 ACCESS TO CLASSIFIED MATERIAL

Performance under the proposed contract may involve access to classified material.

L.24 ELECTRONIC MEDIA – SOLICITATION AND AMENDMENT DISTRIBUTION

- (a) In order to further the Government policy of maximizing electronic commerce and making the acquisition process optimally cost effective, electronic media will be used and will be the sole method used for distributing the solicitation and amendments thereto to the public. The solicitation and any amendments will be posted on the DOE's Internet Website at: <http://professionals.pr.doe.gov/srs/> and <http://e-center.doe.gov>.
- (b) The above electronic medium will constitute the official distribution method for this solicitation. All amendments and any other official communications from DOE regarding this solicitation will be posted through this medium. Offerors and all other interested parties will need to maintain continual surveillance of the above websites to remain abreast of the latest available information.
- (c) No other communication, whether oral or in writing, will modify or supersede the terms of the solicitation.

L.25 DISPOSITION OF PROPOSALS

Proposals will not be returned (except in the case of timely withdrawals prior to RFP closing) and will be appropriately dispositioned.

L.26 AUTHORIZED NEGOTIATORS

The Offeror or Bidder represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this solicitation:

<u>Name</u>	<u>Title</u>	<u>Organization</u>	<u>Telephone No.</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

L.27 SITE VISIT

Since a site visit was conducted with the pre-solicitation conference, a second site visit will not be held.

L.28 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will not be held because DOE held a pre-solicitation conference and issued a draft solicitation with an appropriate length of public comment period to seek input from industry, Offerors, and interested individuals.

L.29 RESTRICTIONS ON OFFEROR CONTACTS WITH EMPLOYEES OF INCUMBENT CONTRACTOR

No on-site contacts of any kind with employees of the current incumbent contractor are permitted related to this solicitation. Contacts with employees regarding future employment are permitted; however, such contacts and interviews must take place outside the normal working hours of such employees and at off-site locations.

L.30 INTENT TO PROPOSE

Offerors intending to submit an offer in response to this RFP, should complete the information in the Intention to Propose Form (see Section L, Attachment C) and submit by mail or facsimile to Irma Brown, CO, no later than _____. Any response does not commit or restrict interested parties in any way regarding their future participation in this process.

L.31 QUESTIONS

Questions and comments concerning this RFP shall be submitted to the Submit Question feature on IIPS. All questions should be submitted within 30 calendar days of the release of the RFP. Questions submitted after that date may not allow the Government sufficient time to respond. Responses to questions will be posted at <http://e-center.doe.gov> (IIPS).

L.32 NOTICE OF POSSIBLE USE OF NON-FEDERAL EVALUATORS

Offerors are notified that DOE may employ non-Federal evaluators (including employees of DOE contractors) to assist with evaluation of proposals submitted in response to this solicitation. All such non-Federal evaluators are required to sign appropriate non-disclosure and conflict of interest statements prior to any such engagement.

L.33 LIST OF SECTION L ATTACHMENTS

<u>Attachment No.</u>	<u>Description</u>
Attachment A	Performance Guarantee Agreement
Attachment B	Small Business Subcontracting Plan Model
Attachment C	Intent to Propose

Attachment D	Past Performance Information Forms (Parts 1-5)
Attachment E	RESERVED
Attachment F	Summary of Cost Worksheets
Attachment G	Direct Labor Hours Worksheet
Attachment H	Key Personnel Resume Format
Attachment I	Letter of Commitment